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Union: **Bus Drivers Association of Mount Markham (BDAMM)**

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AGREEMENT

Between the

**BUS DRIVERS' ASSOCIATION
OF MOUNT MARKHAM**

And the

**SUPERINTENDENT OF SCHOOLS OF THE
MOUNT MARKHAM CENTRAL SCHOOL
BOARD OF EDUCATION**

FOR THE SCHOOL YEARS

**7/1 6/30
2008-2011**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 28 2009

ADMINISTRATION

RECOGNITION AGREEMENT

Superintendent of Schools of the Mount Markham Central School Board of Education

AND

Bus Drivers Association of Mount Markham

ARTICLE I

Section 1 – Recognition

Whereas, the Mount Markham Central School district desires to follow the public policy of the State of New York as expressed in the Public Employees' Fair Employment Act, and

Whereas, the Bus Drivers Association of Mount Markham, hereinafter referred to as B.D.A.M.M. has requested that the Board recognize said organization as the sole bargaining agent and representative for and on behalf of all bus driving employees and

Whereas, the B.D.A.M.M. has provided satisfactory evidence indicating that it does, in fact, represent the majority of employees in the appropriate bargaining unit (which includes bus drivers and bus maintenance personnel) and

Whereas, the B.D.A.M.M. has filed with the Clerk a declaration asserting that it does not claim the right to strike or to participate in or encourage a strike in any manner.

The Board of Education of the Mount Markham Central School District recognizes the B.D.A.M.M. as the sole bargaining agent for the bargaining unit cited above. The term of such recognition shall be in accord with the Public Employees Fair Employment Act.

Section 2 – Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board of Education and B.D.A.M.M. to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and B.D.A.M.M. recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Mount Markham Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State and such other rules and regulations, as are provisions of the State. Other such regulations are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

Section 3 – Procedures for Conducting Negotiations

3.1 Negotiation Teams

Designated representatives of the Board of Education will meet with designated representatives of B.D.A.M.M. for the purpose of discussion and reaching of mutually satisfactory agreements.

3.2 Initial Meeting

After January 1st, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following receipt of such request. In any given year, such request shall be presented by January 15th.

At the first session, B.D.A.M.M. shall present its proposals for changes in the existing contract. At the second meeting, the Board shall present its proposals. Discussion and negotiation shall then be limited to those areas set forth in the proposals presented at the first two (2) meetings.

3.3 Procedure

- a. An agenda for each meeting shall be developed and agreed on at the prior meeting.
- b. Each team shall keep its own minutes.
- c. The second meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.
- d. Meetings shall not exceed two and one-half (2 ½) hours in length unless agreed upon by both parties.
- e. Meetings shall not be held during normal working hours except by mutual agreement.
- f. During the term of this agreement, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment.
- g. Both parties and/or the chief school administrator shall furnish each other upon request, all available information pertinent to the issues under consideration.
- h. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party using them.

- i. When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Board and B.D.A.M.M. for ratification. After both parties approve, then the Board shall adopt such policy as required for implementation.

Section 4 – Resolving Differences

In the event of impasse, the parties shall follow the practices and procedures established by the New York State Public Employment Relations Board (PERB).

Section 5 – Public Disclosure

The parties agree that, during the course of negotiations, the proceedings of the negotiations shall not be made public unless such an issuance has prior approval of both parties.

ARTICLE II GRIEVANCE PROCEDURE

Section 1 – Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its staff is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of staff through procedures under which they may present grievances free of coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its staff are afforded adequate opportunity to dispose of their differences without necessity of time consuming and costly proceedings before administrative agencies and/or in courts.

Section 2 – Definitions

- 2.1 A Grievance is a claim by any staff member or group of staff members in an administrative unit based upon and limited to any claimed violations, misinterpretation, misapplication, or inequitable application of this agreement.
- 2.2 The term Supervisor shall mean any supervisor, or other administrator, or supervisory officer.
- 2.3 The Chief School Administrator is the Superintendent of this district.
- 2.4 Aggrieved Party shall mean any person or group of persons in the administrative unit filing a grievance.

Section 3 – Procedures

- 3.1 All grievances shall include – in writing – the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions (if known to the aggrieved party), a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 The preparation and processing of grievances, insofar as practicable, will be conducted outside of working hours. All reasonable effort will be made to avoid interruption of daily activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.3 Any aggrieved party will have the right at all stages of a grievance to confront and cross examine all witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. The aggrieved party may be represented at any stage.
- 3.4 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any representative, or any other participant in the grievance procedure, or any other person by reason of such participation therein.
- 3.5 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the Board. The Chief School Administrator will then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.6 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 3.7 The Chief School Administrator will be responsible for accumulating and maintaining an Official Grievance Record. The Official Grievance Record will be available for inspection and/or copying by the aggrieved party, and the Board, but it is not to be deemed a public record.

Section 4 – Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement only.
- 4.2 No unwritten grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within five (5) school days after the staff member knows or should have known of the act or condition upon which the grievance is based.

- 4.3 If a decision at the first stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal in regard to this grievance shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limits will permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event that a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by mutual agreement of the parties concerned so that the grievance procedure may be exhausted prior to the end of the fiscal year, or as soon thereafter as possible.

Section 5 – Stages

5.1 Informal Stage

- a. Nothing contained herein will be construed as limiting the right of any staff member having a grievance to discuss the matter informally with any appropriate member of the administrative/supervisory staff and having the grievance adjusted informally provided the adjustment is not inconsistent with existing policy. In the event that the grievance is adjusted without formal determination, such adjustment will be binding on the aggrieved party and will in all respects be final. Said adjustment will not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- b. If no satisfactory decision is reached, the aggrieved party shall file a written grievance as outlined in this statement.

5.2 Stage 1 Immediate Supervisor

- a. Within five (5) school days after receipt of the written grievance from a staff member, the immediate supervisor will hold a hearing with said staff member.
- b. The immediate supervisor will render a decision in writing to the staff member within five (5) school days after the conclusion of the hearing.

5.3 Stage 2 Chief School Administrator

- a. If the staff member is not satisfied with the decision at Stage 1, said staff member will file an appeal in writing with the Chief School Administrator within five (5) school days after receiving the decision at Stage 1.
- b. Within five (5) school days after receipt of the written appeal from a staff member, the Chief School Administrator will hold a hearing with the staff member.

- c. The Chief School Administrator will render a decision in writing to the staff member within ten (10) school days after the conclusion of the hearing.

5.4 **Stage 3 Board of Education**

- a. If the staff member is not satisfied with the decision at Stage 2, the staff member will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education will hold a hearing on the grievance. The hearing will be conducted in executive session. If necessary, a special Board Meeting will be called.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education will render a decision in writing on the grievance.

ARTICLE III SALARY SCHEDULE

Section I – Employment Procedure

- 1.1 A recruitment file of applications will be kept on file by the Chief School Administrator. An announcement of vacancies will be made to the present staff as well as publicly and an interview process will be conducted by the Director of Transportation.
- 1.2 A new staff member will be hired at the starting salary stated herein unless his/her experience warrants a higher salary.
- 1.3 Based on positive supervisory evaluations, the staff member will be granted the agreed upon annual increases.
- 1.4 Credit on salary may be granted up to five (5) years based on the individual's background and experience and upon the recommendation of the supervisor and the approval of the Superintendent.
- 1.5 All appointments and job classifications shall be in accord with procedures established by the Herkimer County Civil Service Commission.
- 1.6 Employment Procedures: Every driver will be provided a bus driver handbook (including duties and responsibilities), New York State Laws and Regulations for School Bus Driver and a contract.
- 1.7 A run held for a driver who is on long-term medical or disability leave shall have their run held for one calendar year. At the end of that time frame, the run will be considered vacated and subject to the bidding process.

- 1.8 A run vacated resulting from either a driver resignation or termination will be considered an emergency opening and will be posted immediately for bidding purposes.

Section 2 – Cessation of Employment

- 2.1 Any employee wishing to leave the service of the district shall give the district fourteen (14) days notice of this intent.
- 2.2 In case of employees not covered by Section 75 of the Civil Service Law, the district shall give fourteen (14) days notice of a planned dismissal.

Section 3 – Generation of Salaries Full-Time Bus Drivers

- 3.1 The compensation for full-time bus drivers is calculated upon the hours worked.
- 3.2 Drivers will be paid for a “one (1) hour show-up” in a delay or school closing if they are not called by 6:15 A.M.
- 3.3 Full-time bus drivers do not have holidays but are entitled to earn personal leave and sick leave.
- 3.4 Each run will be a separate run with a minimum of one (1) hour. If a second bus is used, a driver will be paid for fifteen (15) minute pre-check. All pre-checks may include fueling and cleaning.
- 3.5 Any training required by the district on weekends or holidays that takes the employee over their 40 hour week will be paid at time and a half.

Section 4 – Salaries

- 4.1 The hourly rate for Bus Drivers shall be increased by 4.0% for each year of the agreement.

Bus Mechanic Helper/Driver, Bus Mechanic/Driver and Senior Mechanic/Driver shall receive the following increases:

2008-2009	12%
2009-2010	4%
2010-2011	4%

- 4.2 The starting salary for bus drivers shall be:
- | <u>2008-2009</u> | <u>2009-2010</u> | <u>2010-2011</u> |
|------------------|------------------|------------------|
| \$12.25/hr. | \$12.50/hr. | \$12.50/hr. |

The extra trip salary for bus drivers shall be:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$14.45/hr.	\$14.45/hr.	\$14.45/hr.

The starting salaries for bus maintenance personnel shall be:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Mechanic Helper/Driver	\$22,351	\$23,245	\$24,175
Mechanic/Driver	\$29,851	\$31,045	\$32,287
Senior Mechanic/Driver	\$31,121	\$32,366	\$33,661

- 4.3 Pay scale for all full-time drivers will be generated on the basis of the previous year's run. Drivers will be paid no later than the third week of September.
- 4.4 In the event of an emergency, a full-time bus driver with a route at one end of the day who is called in to substitute on a regular route on the other end of the day will be paid at his/her hourly rate.
- 4.5 The Board of Education agrees to include in the regular annual salary an additional \$250 at completion of fifteen years of service, \$500 at the completion of twenty years of service and \$500 at completion of twenty-five years of service in the Mount Markham School District. Longevity payments will begin in the first payroll period immediately following the anniversary date.
- 4.6 Bus Maintenance Personnel called to work after regular working hours or while on a scheduled day off or an emergency (personal or sick) day, will require a two-hour minimum at time and a half or double time on a holiday. Calls will be made at the discretion of the Head Bus Driver using bus maintenance personnel on a rotating basis whenever possible.

Section 5 – Employment Retirement Plan

- 5.1 Employees who are members of the New York State Employees Retirement System will be covered by the 75i Plan.

ARTICLE IV LEAVE POLICY

- 1.1 Each full-time bus driver shall earn one (1) day of personal sick leave per month of regularly scheduled employment (maximum accumulation will be unlimited). One (1) day shall equal the number of hours in each employee's regular day.

- 1.2 Time required for corrective, preventative, and/or remedial treatment shall be considered legitimate sick leave.
- 1.3 Employees shall be notified, in writing, as to the total amount of sick leave (in hours) that they have accumulated. (Excluding extra trips and overtime).
- 1.4 Change in position employment:
Accumulated sick leave shall be credited on the basis of the hourly relationship involved in each position.

1.5 **Sick Day Bank**

A Sick Day Pool (not to exceed 225 days) will be formed which will be allocated to those M.M.B.D.A. members whose sick days have been depleted. Each M.M.B.D.A. member will be allowed to donate one (1) sick day to the pool per year. The pool will be administered by an oversight committee consisting of the President, and Vice-President of the MMBDA, the Director of Transportation, and the Superintendent. Days remaining in the pool at the end of each academic year will carry over to the following year.

1. Participation is voluntary
2. Deadline for contribution is November 15th
3. Names of those in sick bank are submitted to the District Office by the secretary of M.M.B.D.A.
4. At the point the name is submitted to the District Office, one (1) day is deducted from each contributor.
5. That day cannot be taken back.
6. A receiver of days from the sick bank must use all his/her own sick time first.
7. A written request for use of a maximum of ten (10) days from the sick bank shall be made to the Superintendent. The Superintendent shall convene the oversight committee to approve or disapprove the request. The employee will be notified in writing of the committee's decision. Following the approval of the initial request, the employee may apply for a maximum of ten (10) additional days if needed. The committee will re-convene to consider that request, and the employee will be notified in writing of the committee's decision.
8. Actual deductions will be made by the District Office after approval.
9. If a person does not contribute to the bank, they are not allowed to use days from the bank, regardless of circumstance.

10. Everyone who contributes loses one (1) day automatically.
11. Employees who are approved and withdraw days from the sick bank. A schedule for repayment will be developed that results in the employee's contribution of one-half of their accumulated personal sick leave days at the end of each year until the required repayment is fulfilled. Employees are not allowed to re-apply for use of sick leave bank until all of the required days have been repaid.

Section 2 – Personal Leave

- 2.1 Employees shall be entitled to the following absences with pay each year in addition to the leave specified in Section 1.
 - A. Personal Leave: A maximum absence of five (5) working days per year for twelve (12) month employees and four (4) working days per year for ten (10) month employees will be approved for personal reasons. A maximum of four (4) unused personal leave days per year will be applied toward cumulative sick leave as specified in Article IV. Section 1a, above. A reasonable request for such absences will be submitted in writing in advance to the unit administrator, except in cases of emergency when advance notice cannot be given. Staff members must specify the nature of the use of personal leave including any listed below:
 1. Legal Matters: House closings, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses and answering subpoenas.
 2. Funerals: Attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants such attendance.
 3. Ceremonies: Graduation of employee or child, day of wedding ceremony, participation in religious ceremonies such as baptism, confirmation, circumcision of child, honors and awards ceremonies involving the employee of immediate family.
 4. Religious Observances: The employees may use personal days for religious holiday observances of his/her particular faith not covered in the regular school calendar.
 5. Family Illness: Illness of an emergency nature, one (1) day in general so that day may be used for providing other arrangements for the care of the sick.

6. Other Circumstances: Other reasonable requests for personal leave may be granted for reasons other than those listed in this article at the discretion of the Chief School Administrator.
 7. A personal day cannot be used for recreational purposes.
 8. A personal day cannot be used for gainful employment other than their normal occupation that they pursue. For example, if a bus driver operates a farm as his/her normal occupation he/she would not be allowed to take a personal day and be paid by the District for employment in some other occupation.
 9. A personal day cannot normally be used the day before or the day after a holiday. It may be granted for a hardship case upon approval from the Superintendent of Schools.
 10. Two (2) days out of the four (4) or five (5) annual days may be requested for which no reason need be given.
- B. Death in the immediate family: The immediate family is to include a father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, son or daughter, daughter-in-law and son-in-law, grandparents and grandchildren or anyone residing in the home at the time of death. In a case where a person grew up in a family other than natural father or mother, guardian would be substituted. Up to five (5) days for each death in the immediate family may be taken, not charged to personal leave.

2.2 Legal Proceedings

Time necessary will be granted for appearance in any legal proceedings connected with the staff member's employment or with the school system.

2.3 Jury Duty

Any employee taking such leave shall reimburse the school district for any fees he/she receives as a witness or as a juror, up to the equivalent of the rate of his/her daily pay, with the exception of any travel expenses.

Section 3 – Leave of Absence

- 3.1 A leave of absence, without pay or increment, of up to one (1) year may be granted by the Superintendent for personal reasons. Said leave must be requested in writing by the employee. The Superintendent shall notify the Board of Education, the employee, the Unit Administrator, and the President of B.D.A.M.M. of a leave request granted.

In evaluating leave requests, the Superintendent will take the following into consideration:

- a.) Is the leave a legitimate necessity for the employee?

- b.) Does the granting of the leave benefit the school district?

Section 4 – Sick Leave Provision at Retirement

At the time of their retirement, bus drivers who have completed at least ten (10) years of full-time service in the District will receive fifteen dollars (\$15.00) per day of accumulated leave up to a maximum of two hundred twenty-five (225) days. This provision is for one time only.

Section 5 – Attendance Incentive

Bus drivers who have at least one hundred (100) accumulated sick leave days as of June 30th of any year during the term of this Agreement, who have not taken any unpaid leave during that year, will be eligible to be paid for up to ten (10) days of the sick leave earned during the current year. Provisions are as follows:

1. Pay back will be at the rate of fifteen dollars (\$15.00) per day, and will be by separate check after July 1st following the year in which it was earned.
2. In order for an employee to be eligible for a pay back of ten (10) days of leave, s/he must not, for any reason, have used any sick leave days during the current fiscal year.
3. In order for an employee to be eligible for a pay back of between nine (9) days and five (5) days of leave, s/he must have, during the current fiscal year, used leave days according to the table set out below, aside from the day contributed to the sick leave bank.

<u>Pay Back</u>	<u>Usage During the Year</u>
9 days	No more than 1 sick day
8 days	No more than 2 sick days
7 days	No more than 3 sick days
6 days	No more than 4 sick days
5 days	No more than 5 sick days

4. All days not paid out will accumulate into the employee's running total. An employee who is eligible for the pay back may elect to accumulate the days instead.

Section 6 – Legal Holidays for Bus Maintenance Personnel

- 6.1 Bus Maintenance Personnel shall have thirteen (13) paid holidays each year during the term of this contract. Copies of the holiday schedule will be distributed to all eligible employees prior to the start of each year.

- 6.2 Each year representatives of B.D.A.M.M. and the Chief School Officer shall meet and agree upon a calendar for the subsequent year that shall include thirteen (13) paid holidays for the Bus Maintenance Personnel.

Section 7 – Vacation for Bus Maintenance Personnel

- 7.1 No employee will be entitled to a vacation during his/her first fiscal year of employment (between July and June 30).
- 7.2 During their first year of employment, all employees will earn vacation for the following fiscal year at the rate of .833 times each full month (rounded off to the nearest month) of employment.
- 7.3 After one completed fiscal year of employment, the twelve-month employee is entitled to two weeks (10 days) vacation effective July 1st of the following fiscal year.
- 7.4 ~~After five full years of uninterrupted employment, the twelve-month employee is entitled to one (1) additional day of vacation per year effective on his/her anniversary date, plus one (1) day per year for each year worked over ten (10) to fifteen years to a maximum of twenty (20) days vacation.~~
- 7.5 Actual vacation dates must be mutually agreed upon by both the employee and the supervisor at least two weeks prior.

ARTICLE V HEALTH INSURANCE

Section 1

- 1.1 The Health Insurance Plan provided by the District shall be that currently offered in cooperation with the Herkimer County BOCES with such riders as are necessary to provide coverage equal to or better than the Blue Cross/Blue Shield Plan.

Effective July 1, 2003, the Board of Education shall provide a health insurance plan for all eligible employees, with the total premium of all benefits, including prescription drug plan, with contributions as follows: 90% of the full premium payable by the District; 10% of the full premium payable by the Employee. This contribution percentage is the same if the employee chooses the individual or family plan.

The parties agree that a Section 125 Cafeteria Plan will be provided. This plan will cover premium contributions, medical expenses not covered by insurance and dependent care.

Section 2 – Full-time and Part-time Contributions

- 2.1 Full-time bus drivers are 6.5 hours or more.
- 2.2 Part-time employees who meet the eligibility requirements for participation will pay the contribution and the following percentage as a pro-rated share of the percentage of full-time contribution:

6.0 hour work day	15%
5.5 hour work day	30%
5.0 hour work day	55%
4.5 hour work day	75%
4.0 hours work day	100%

Current employees who are enrolled during the 2004-2005 school year in the District sponsored Health Insurance Plan who average 4.0 hours per work day will be “grand-parented” and shall be considered eligible to participate. New employees and employees who were previously ineligible will not be eligible to participate in the health insurance plan unless they average 4.5 hours/day or greater. (Current employees who average 4.0 or more hours at the end of the 2004-2005 school year shall be eligible to participate.)

Section 3

Bus Drivers health insurance will include extra trip run hours based on an average of previous year. Extra trip hours are inclusive of:

- BOCES Runs
- Substitute Runs (early or late)
- Sports Trips
- Field Trips

Section 4

The Health Insurance purchased by the Board shall be at least equivalent to that purchased for the Mount Markham Teachers' Association except that the prescription co-payment will be:

Mail Order	\$0 generic	\$10.00 preferred	\$40.00 non-preferred
Retail Pharmacy	\$0 generic	\$ 5.00 preferred	\$20.00 non-preferred

Section 5

The B.D.A.M.M. shall be invited to participate in the District's Joint Insurance Oversight Committee.

ARTICLE VI SUPERVISORY PROCEDURE

As part of the supervisory procedure, the unit administrator will review each employee's performance, using the job description as the guide, at least once per year and will submit a supervisory report to the Superintendent on the appropriate form. Such report shall be initialed by the employee to signify that he/she has seen it.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 1 – Start of Year

During September of each year, all employees shall be furnished the following items in writing:

- a. School Calendar
- b. Notice of number of accumulated sick days
- c. Written notice of Duties and Responsibilities

Section 2 – Extra Trip Runs

- 2.1 Only regular bus drivers shall have the privilege to accept extra trip runs except on those occasions where a coach or advisor would have six less students to transport. These occasions would be beyond the regular pre-arranged athletic and activity trips.
- 2.2 Drivers will be paid the extra trip rate for extra runs. For extra trips of more than fourteen (14) mile radius, the driver will stay at the site, no drop-off and returns for pick-up.
- 2.3 Drivers' seniority list shall be posted next to the trip list. All trips shall be posted. Notation shall be made as to who refused, accepted, or was not contacted. This list shall also be posted along with the regular driver sub list.

Seniority rules shall apply to trip list. Drivers should indicate when they are available for inclusion on the trip list at the August meeting. After 4 consecutive refusals, the driver will be taken off the list for a period of 30 days.

If a driver wants to be included after the August meeting, he will have to wait fourteen (14) calendar days to be placed on the *Extra Trip List*.

- 2.4 When a trip is postponed, the assigned driver shall have the privilege to take the next trip that is available and not have to wait for the same trip to come up at a later date.

- 2.5 Meal expenses up to \$10.00 shall be paid to bus drivers on trips of at least four (4) hours duration when such trips occur during normal meal hours. Should a trip occur that spans two (2) meal times and exceeds eight (8) hours in time, meal expenses for that entire trip (day) shall be capped at \$18. Receipts shall be presented to the unit administrator in order to receive reimbursement.
- 2.6 Any driver that accepts a trip and then backs out will be penalized by being skipped on the next rotation. This will count as two (2) no's – one for the trip turned down and one for the next skip in the rotation. No exceptions will be granted.
- 2.7 Any trip that is accepted and then turned down will automatically become an emergency trip. Also, any trip that is assigned on the same day will also become an emergency trip.
- 2.8 An emergency trip will be assigned to the next driver in the rotation. If the driver accepts this trip, it will NOT count as his/her normal rotation. A refusal will not count against his/her normal rotation.
- 2.9 If either party to this agreement determines that the changes to Sections 2.3, 2.6, 2.7 or 2.8 become operationally problematic, the party can request a meeting to modify the sub-section in question. The meeting shall be held within one week of the request. Should the meeting not result in agreement, the sub-section that will become operational is that which is contained in the 1999-2002 Agreement. This will occur two weeks following the meeting.

Section 3 – Late Runs

- 3.1 A late run is considered a regular run. These runs will be opened up for bid by seniority. These drivers will keep these runs until they choose to vacate them. These runs will be included under the hospitalization plan. The same seniority procedures apply to these runs as they do to regular runs. Regular drivers must notify the Transportation Director who will arrange for subs. Notice must be given by 3:00 P.M. If the need for a sub occurs late in the day, the driver must get a sub and notify the Transportation Director who is subbing.
- 3.2 Full-time bus drivers shall be given priority for substituting on late runs.

Section 4 – Open Runs

- 4.1 No run will become open except runs that are vacated. A run is vacated when the incumbent bus driver has resigned from it. Notice must be in writing.
- 4.2 Runs that are vacated during the school year will be filled by the substitute (regular drivers included) at the top of the seniority list until the next bidding date.
- 4.3 All open runs and newly created runs must be listed and bid at the August and January Safety Meetings, included will be the approximate time, miles, and description of the run.

- 4.4 If a run has been abolished the driver affected will have an option of any open run. If there are not open runs, the driver can bump the least senior driver from his/her run.
- 4.5 When a regular driver is bumped from his/her regular run and there are no open runs to replace it, that driver will be placed at the top of the substitute list until a regular run opens. The driver must take the next available regular run that is offered. The driver will be able to also take extra trips for the same period that he/she remains an active substitute. If the driver is reinstated as a regular bus driver within one year, he/she shall be credited with all leave time that was accumulated at the date he/she was bumped from his/her regular run.
- 4.6 A driver on a split run will have first option to take over a vacated AM or PM portion of the run by a driver leaving or switching to another.

Section 5 –Switching Runs

- 5.1 If a driver is unable to drive a run, for whatever reason, he or she or the Head Bus Driver can request to switch runs. In the event this happens, there will be a meeting among the Superintendent, Head Bus Driver, Driver, and an Association Officer to determine the outcome. This may be temporary.

Section 6 – Seniority

- 6.1 Effective with the 1994-1995 school year seniority for open runs, late runs, and extra trips shall accrue from the first day of work.
- 6.2 No person shall accrue privileges of seniority until after he/she has been in the employment of the district for a period of 90 days. After 90 days seniority is retroactive to day one.

Section 7 – Recruitment

- 7.1 When the qualifications of two or more internal applicants for a position are equal, seniority shall have precedence. If the internal applicant and external applicant have equal qualifications, then the internal applicant shall have precedence.
- 7.2 **Qualifications shall include:**
- a) any appropriate qualifying tests
 - b) any appropriate skills
 - c) any personality traits necessary for successful performance in the specific job

- 7.3 Within a particular unit, qualifications shall be the primary criteria used by the unit administrator in determining proper job assignment. Qualifications shall include:
- a) any appropriate qualifying tests
 - b) any appropriate skills
 - c) any personality traits necessary for successful performance in the specific job
- 7.4 If, in the opinion of the unit administrator, qualifications are comparable, seniority shall then be considered to determine the job assignment.
- 7.5 All B.D.A.M.M. employees shall have the right to apply for position openings in the District. Whenever a position becomes available, it will be posted in each building.

Section 8 – Rules to Govern Full-time Bus Drivers

- 8.1 A full-time bus driver is one who selects an open run at the August and January Meetings and operates that run continually during the school year. This run should occur during the A.M. and/or P.M.
- 8.2 All full-time drivers will be put at the top of the sub list. Drivers will be called in rotation unless there is an emergency where the job will then be filled at the discretion of the Transportation Supervisor.
- 8.3 Retired Mt. Markham Drivers returning to drive do so at the established substitute driver rate. They are not entitled to benefits but will be represented by the BDAMM. Retired drivers who returned to service prior to July 1, 2008 shall maintain current benefits.

Section 9 – Dues Deduction

Annual dues will be automatically deducted from regular drivers' first paycheck in September upon authorization of the BDAMM President.

Section 10 – Related Business

- 10.1 Drivers who are required to remain after their run for a period in excess of one-half (1/2) hour beyond the start of school (8:30 AM) or who must return to the district on their own time for district business, will be compensated at their regular rate of pay.
- 10.2 All drivers with a CDL who have been employed by the District for at least five (5) years will be compensated in a separate check the difference between CDL and a regular driver's license. This will be submitted for reimbursement at the time of license renewal.

Section 11 – Meetings

- 11.1 Meetings to discuss problems will be scheduled on a monthly basis, or as requested between Administration and Drivers' Association.
- 11.2 Meetings may be canceled by mutual agreement.

Section 12 – Personal Losses

District will reimburse drivers for any reasonable loss, which occurs in the performance of their duties.

Section 13 – Employees' Rights

- 13.1 No employee shall be suspended or discharged (in case of serious infractions this clause may be waived) unless he/she has received at least one written warning of the conduct complained of, prior to the suspension or discharge, and notified that a repeat of such conduct may lead to suspension or discharge.
- 13.2 Job descriptions will be updated as necessary.
- 13.3 There shall be no suspension or discharge of an employee for a violation of any new rules that were not posted in writing prior to his/her alleged infraction.
- 13.4 Any written notice to an employee shall be given to the employee and the Union President.
- 13.5 If a driver comes to association with a problem or grievance, association officers will be allowed to be present at all discussions and decisions made at each step of grievance, except if the employee does not wish to have the union involved.
- 13.6 The District will ensure that bus safety is a part of the school curriculum.

Section 14 – Drivers' Association

Any employee of the system, who retires, may come back to work and back into the Bus Driver's Association at the bottom of the Sub List. They may bid for any open run. Seniority will accrue from the date of reappointment as a regular bus driver.

Section 15 – Contract

District will supply a copy of the contract to all drivers.

Section 16

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY JUDGEMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE VIII

Section 1 – Provisions for Bus Maintenance Personnel

- 1.1 Uniforms and protective apparel will be provided for employees, as needed, not to exceed \$250 per employee per each year.
- 1.2 Mechanics will be required to supply their own hand tools excluding air tools, specialty tools or shop equipment.

ARTICLE IX
DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2011.

For the Union:

William Robinson

William Robinson, President of the Association

Ed Schutz, Driver

Bob Howard, Mechanic/Driver

1/3/08
Date

For the District:

Casey Barduhn

Casey Barduhn, Superintendent of Schools

1/3/08
Date

